the original action came up for trial, when the principal defendant offered an amendment to its plea, alleging its bankruptcy and praying for an abatement of the suit, alleging that the adjudication in bankruptcy ended its corporate existence, and asked that the suit be stayed. *Held,* that the plaintiff was entitled to judgment against the principal defendant, as well as against the fund admitted by the garnishee and also against the principal and surety on the dissolving bond. *National Surety Co. of New York et al.* v. *Medlock* (1907), — Ct. App. Ga. —, 58 S. E. Rep. 1131.

One of the propositions involved in the bankrupt's defense was that an adjudication in bankruptcy worked its dissolution; and hence as a corollary to that that this liability against it was settled in the bankruptcy proceedings. But bankruptcy does not dissolve a corporation. *Holland* v. *Heyman,* 60 Ga. 174. As Judge BLECKLEY, in the case last cited, said, "'Your money,' not 'your life,' is the demand made by the bankrupt act." Nor does a discharge in bankruptcy release the bankrupt from liability for "willful and malicious injuries to the person or property of another." Bankr. Act, July 1, 1898, c. 541, § 17 (2), 30 Stat. 550, U. S. Comp. St. 1901, p. 3428. That a libel is a "willful and malicious injury to the person of another," and is not therefore released, see *Johnson, Admr.* v. *Bradstreet Co.,* 87 Ga. 79, 13 S. E. 250; *Cox* v. *Strickland,* 120 Ga. 104, 47 S. E. 912; also slander of a passenger by the conductor of a train, *Cole* v. *A. & W. P. Ry. Co.,* 102 Ga. 474, 31 S. E. 107. Contra, *Ward* v. *Blackwood, Admr.,* 41 Ark. 295 (a case of malicious prosecution); *Nettleton* v. *Dinehart,* 5 Cush. 543. Where a statute provided that the action of trespass on the case for damage to the person shall survive, it was held to extend only to injuries of a physical character, and did not extend to damages resulting from the breach of a promise of marriage. *Smith* v. *Sherman,* 4 Cush. 408. In this last case it seemed that the plaintiff had expended considerable money preparatory to the wedding. In *Norton, Admr.* v. *Sewall,* 106 Mass. 143, the defendant, an apothecary, had sold a poison for a harmless drug, which was administered to the plaintiff's intestate, causing his death. The statute provided that "actions of tort for assault, battery, imprisonment, or other damage to the person" shall survive, and may be prosecuted by the executor or the administrator. The court said the statute did not extend to torts not directly affecting the person, but only the feelings or reputation, but the plaintiff was allowed to recover. But see *Cregin* v. *R. R. Co.,* 75 N. Y. 192, where the plaintiff's wife was a passenger on the defendant's car and was injured through defendant's negligence. Pending the action, plaintiff died. The statute provided that actions "for wrongs done to the property, rights, or interests of another" should survive. The court held the action begun by the plaintiff did not abate upon his death, but might be revived in the name of his personal representatives.

BANKRUPTCY—SELECTION OF TRUSTEE—RIGHT OF CREDITORS TO ELECT.—The meeting of creditors was held in X county, and before proceeding to the election of a trustee, the referee announced to the creditors and their representatives present that "he would refuse to approve the election of a trustee residing outside of the county, so long as there was a capable man residing

near the assets of the estate who was willing to serve." At the close of the election the referee announcd that one Sapper, who lived in Y county, had received the votes of a majority of the number of creditors and of the amount of the claims, yet, for the reason he had stated, he would not approve of the election, and appointed one Steele. No objection to Sapper's competency was taken. *Held,* that the referee was not justified in refusing to ratify the election solely because the one elected did not reside in the county where the assets are situated. *In re Jacobs & Roth* (1907), — D. C., W. D., Pa. —, 154 Fed. Rep. 988.

Although Steele was not ousted, it was only by reason of the peculiar situation that he was allowed to continue to act as trustee, and the court said the fact there was no ouster must not be regarded as a precedent. The creditors alleged that the trustee had disposed of the bankrupt's estate without notice to them, and if this were the case and the amount realized from the estate should prove inadequate by reason thereof, a personal liability to the creditors might attach to the trustee. The method of appointing officers to administer the assets of bankrupts has been a bone of contention. The English system has vacillated between commissioners of the court's own choosing, and that through trustees chosen by the creditors. The present practice is for the official receiver, who is an officer of the Board of Trade, to take charge of the estate till the creditors choose a trustee. And even then the Board of Trade may certify objections to the High Court, which the latter may hold sufficient. If after four weeks the creditors have not appointed, the Board of Trade may appoint, subject, however, to a right in the creditors to appoint a trustee in his stead. This seems to be substantially the procedure followed in the continental countries. COLLIER ON BANKR. (6th ed.), pp. 376, 377. Our law has also changed. It was only after 1867 that the bankrupt's estate was considered as a trust, and the creditors as beneficiaries entitled to choose their own trustees. The present law provides that "the creditors of a bankrupt estate shall * * * appoint one trustee or three trustees." Bankr. Act, July 1, 1898, c. 541, § 44, 30 Stat. 557, U. S. Comp. St. 1901, p. 3438. It would seem from this that there could be no semblance of right in a court or referee to interfere, though some, basing their opinion on the last sentence in § 2, think the right is inherent in the court. COLLIER ON BANKR. (6th ed.), p. 377.

BILLS AND NOTES—GENUINE DRAFT WITH FORGED BILL OF LADING.—A draft with an indorsed bill of lading attached was discounted by the defendant bank. The draft and bill of lading were then forwarded and presented by the bank to the drawee, by whom the draft was accepted and paid in reliance upon the attached bill of lading. It was subsequently discovered by the drawee that the bill of lading was forged, whereupon action was brought to recover from the payee the amount paid. *Held* (PROVOSTY and MONROE, JJ., dissenting), that there could be no recovery. *Varney* v. *Monroe Nat. Bank; In re Varney* (1907), — La. —, 44 So. Rep. 753.

The payee has a right to assume that any draft he receives and forwards, which is accepted and paid, is a draft which, from the state of the dealings between the drawer and drawee, it is right and proper the latter should pay as